



U.S. Department of Justice

Criminal Division

1400 New York Ave, NW
Bond Building, 10th Floor
Washington, D.C. 20530

September 25, 2002

Edgardo Ramos, Esq.
Day, Berry & Howard, LLP
One Canterbury Green
Stamford, CT 06901

Re: Christopher Loehr

Dear Mr. Ramos:

This sets forth the agreement between your client, Christopher Loehr, and the Department of Justice, Enron Task Force (the "Office").

1. The Office agrees, except as provided in Paragraphs Three and Four below, that it will not prosecute Loehr for violating, conspiring to violate, or aiding and abetting violations of the federal securities laws, or other applicable criminal laws during the course of his employment at Enron and/or LJM.

2. Loehr agrees to cooperate completely and truthfully with the Office. That cooperation shall include the following:

- (a) Loehr will make himself available for interview by this Office or any other law enforcement officers or agency specified by this Office, including the United States Securities and Exchange Commission (the "SEC") upon request and reasonable notice;
- (b) Loehr will respond completely and truthfully to any and all questions put to him by the Office or by any agency specified by the Office, and will disclose all criminal conduct about which he has knowledge;
- (c) Loehr will not withhold any information or attempt to protect any person by providing false information or by failing to reveal information. He will not falsely implicate any person;
- (d) He will furnish to the Office or any agency specified by the Office any documents or other records in his custody, possession or control;

GOVERNMENT
EXHIBIT

7803

Crim No. H-04-0025

- (e) Loehr will testify completely and truthfully if and when asked to do so, whether before a grand jury, at any hearing, trial, or in any other proceeding at which he is requested to testify by this Office;

3. If Loehr knowingly provides false or misleading testimony or information, fails to disclose all criminal conduct of which he is aware, or otherwise violates any term of this agreement, then this agreement shall be null and void. Thereafter, the Government shall be released from its agreement in paragraph one above, and may prosecute Loehr for any federal criminal violation of which it has knowledge, including but not limited to the violations listed in paragraph one.

4. If Loehr is prosecuted after failing to comply with the terms of this Agreement, he understands and agrees that:

- (a) any statements, testimony, or other information he has provided to the Office, or to any law enforcement or other government agency, whether or not pursuant to the terms of this agreement, may be used against him in any way without limitation for any purpose in any proceeding;
- (b) Loehr waives any and all claims that he may have under the United States Constitution, Rule 11(e)(6) of the Federal Rules of Criminal Procedure, Rule 408 or Rule 410 of the Federal Rules of Evidence, or any other federal statute or rule, to suppress or restrict use of his statements, or any leads derived from those statements; and
- (c) he waives any defense to any prosecution that is barred by the statute of limitations, if the limitations period has run between the date of this agreement and the date of any indictment against him.

5. This Agreement contains all of the promises and agreements between the Office and Loehr, and no additional agreements shall be reached except in writing by both parties.

6. This agreement binds only the Office and does not bind any other federal, state

or local agency, including but not limited to the Internal Revenue Service.

Very truly yours,

LESLIE R. CALDWELL
ENRON TASK FORCE
DIRECTOR

By:



ANDREW WEISSMANN
Deputy Director, Enron Task Force

Accepted and agreed to:



CHRISTOPHER LOEHR

9/25/02

Date



EDGARDO RAMOS, ESQ.

9/25/02

Date